

TDOT Standard Contract Summary Form

Originating Office Local Programs Division – State Aid Office

Return signed contract to State Aid Office -- 615-741-2028

Original Contract ☐ Amendment ☐

Contract ☐ Grant ☐

Grantor: Sumner County Region 3

Amount: \$ 303,300.00 per yr. /Term/Life of Project

	% Federal	
<u>X</u>	( 98%)	\$ <u>297,234.00</u>
<u>X</u>	( 2%)	\$ <u>6,066.00</u>

Term: On or before November 30, 2025 Ext.

State Aid/Bridge No. : SA-83020 (8)

Project Number: 83SAR1-S8-029

Description of Work or Purpose of Contract/Amendment Resurfacing with ACS-HM Grade "D" Mix on 2.525 miles on Corinth Road/N. Corinth Road from Butler Bridge Road to SR-259 in Sumner County.

Method of Procurement:

- ☐ Low Bid
- ☐ F&A Service RFP
- ☐ Negotiated pursuant to F&A regs
- ☐ Brooks Act
- ☐ UT Contract Authority
- ☒ Other STATE AID PROGRAM

If amendment, date and value of original contract:  \$

Division Recommends for Commissioner's Signature:

Bureau Recommends for Commissioner's Signature:

Certified as to Availability of Funds:   
Director of Finance

## SECTION 2. Estimated project cost and financial responsibilities of the Department and Local Agency.

Department Share: \$ 297,234.00

Local Agency Share:

- |    |                                       |                    |
|----|---------------------------------------|--------------------|
| 1. | By Cash                               | \$ _____           |
|    | In-Kind contribution to this project  | \$ <u>6,066.00</u> |
| 2. | By Credit pool previously established | \$ _____           |

Total Local Agency Share: \$ 6,066.00

Total Estimated Project Cost: \$ 303,300.00

The Department has encumbered its share of the project cost which will be available for payment to the Local Agency to the extent required upon satisfactory completion of said contract. In the event the work under contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

Should the actual total project cost exceed the estimated amount set forth above, the Local Agency shall be responsible for two percent (2%) of the overrun for State Aid Highway System projects and two percent (2%) of the overrun for Off-System Bridge Replacement Program projects, except that the Local Agency shall not be responsible for this amount if its previous contribution equals at least two percent (2%) and two percent (2%) respectively of the total project cost.

## SECTION 3. In accomplishing the construction phase, the Local Agency shall use the following procedures:

For bridge projects the Local Agency shall have plans and specifications prepared by an engineer registered in Tennessee and in accordance with the AASHTO LRFD Standard Specifications for Highway Bridges, latest Edition, with Addenda. The Local Agency will adhere to the 1990 Bridge Grant Guidelines, excepting the required local match, during project development and construction.

All construction to be performed shall be in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction, (Current Edition), as amended and supplemented by the Department's special provisions, the Manual on Uniform Traffic Control Devices for Streets and Bridges, and normally accepted construction practices.

SECTION 7. On completion of the construction of the project, the Local Agency shall be solely responsible for its maintenance.

SECTION 8. During the performance of the Agreement, the Local Agency agrees as follows:

The Local Agency and its contractor will not discriminate against any employee or applicant for employment because of age, sex, handicap, race, creed, color or national origin. The Local Agency and its contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their age, sex, handicap, race, creed, color or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

SECTION 9. The Local Agency agrees to comply with all applicable federal and state law, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the Local Agency to comply with this provision shall constitute a material breach of the agreement and subject the Local Agency to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach.

#### 10. APPROPRIATIONS OF FUNDS

**SUBJECT TO FUNDS AVAILABILITY:** The Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State Reserves the right to terminate the Agreement upon written notice to the Local Agency. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Local Agency shall cease all work associated with the Agreement. Should such an event occur, the Local Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Agency shall have no right to recover from the State any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

#### 11. RECORDS AND AUDIT

**RECORDS:** The Local Agency shall maintain documentation for all charges against the State under this Agreement. The books, records, and documents of the Local Agency, insofar as they relate to the work performed or money received under this Agreement, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

The undersigned Mr. Toby Ellis, County Road Superintendent verifies that he is the duly authorized chief administrative officer of the Sumner County Highway Department.

Sumner County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Mr. Toby Ellis, Co. Road Supt. (date)

BY: \_\_\_\_\_  
Butch Eley  
Deputy Governor &  
~~Commissioner~~ of Transportation

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
John Reinbold  
General Counsel

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
208-01	Shoulders & Ditches (BY THE COUNTY)	5.050	LM
(1)303-02	Min. Aggr. Type "B" Base, Grade "C" or "D" (BY THE COUNTY)	1,337	TN
307-01.10	BPMB-HM Grade "CW"	1,275	TN
403-01	Bit Mat'l for Tack Coat (TC) (SS-1)	13.4	TN
(2)411-01.10	ACS-HM Grade "D"	2,048	TN
712-01	<b>Traffic Control (BY THE COUNTY)</b>	<b>As needed</b>	<b>LS</b>
712-06	<b>Signs (Construction) (BY THE COUNTY)</b>	<b>As needed</b>	<b>SF</b>
716-02.05	Plastic Pavement Markings (Stop Line) (BY THE COUNTY)	26	LF
716-03.01	Plastic Pavement Word Markings (ONLY) (BY THE COUNTY)	1	EA
716-05.01	Painted Pavement Markings <u>2.525</u> miles (BY THE COUNTY)	10.100	LM
	County Engineering Fee	1	LS

This project is to be constructed under the standard specifications of the Tennessee Department of Transportation Current Edition, additional specifications and special provisions contained in the plans and proposal contract. All concrete pipe will be Class III and CMP pipe will conform to Standard Drawing D-PG-3 & 4.

NOTE: The Regional State Aid Roads Office must be notified of the planned starting date (3) working days prior to any work being done on this project.

LM	To	LM	DESCRIPTION
0.000			Begin Project @ Butler Bridge Road. Mill keyway.
0.545			Bridge over Caney Fork Creek (County to install (2) paddleboards)
2.641			End Project @ SR-259. Mill keyway.

All base failure and surface cracks shall be repaired and/or patched out by the County from their own funds.

(1) Density requirements for the "D" hot mix material are waived on this project, however, the following minimum rollers are required: Two (2) steel-wheel rollers. All rollers shall be a minimum of 8 ton capacity. A rolling pattern, which has previously produced an acceptable product, will be used.

Pipe culvert to be furnished by the County at their expense. Size, length and location to be determined by the Engineer after ditch work is complete.

Shoulder & Ditch work consist of pulling ditch lines, sloping banks, cutting inlet and outlet ditches widening roadbed to req'd subgrade template with and cleaning out all drainage structures thoroughly to insure maximum water flow.

The County shall provide Traffic Control with adequate signing to provide for the safety of the traveling public. All cost to be included in other items of construction.

All markings shall be installed to the standards for permanent pavement markings (including no-passing barrier lines) specified in Part III of the State of Tennessee Manual on Uniform Traffic Control Devices.

It is the intent that no final surface pavement be left with an unmarked centerline while under traffic for more than five (5) working days or seven (7) calendar days which ever comes first. If weather conditions preclude accomplishing this striping within that time period, the centerline striping shall be applied not later than the first days suitable for marking following that period.

All striping shall be reflectorized paint.

The paint quantities for this contract were computed for 100% Double Yellow line for centerline. It will be the Contractor's responsibility to determine no-passing zones and stripe accordingly. Edgeline required.

Contractor will be required to clean the pavement where striping is required prior to paint application.

All other specifications and special provisions concerning painted pavement markings (line) apply to this contract.

Centerline & Edgeline markings shall be installed.

A pre-construction meeting will be required on this project. Mr. Ben Jordan, Transportation Project Specialist Senior, will set up the meeting. (615) 350-4363.

TDOT Standard Contract Summary Form

Originating Office Local Programs Division – State Aid Office

Return signed contract to State Aid Office -- 615-741-2028

Original Contract ☐ Amendment ☐

Contract ☐ Grant ☐

Grantor: Sumner County Region 3

Amount: \$ 228,800.00 per yr. /Term/Life of Project

	% Federal
<u>X</u> ( 98%)	\$ <u>224,224.00</u>
<u>X</u> ( 2%)	\$ <u>4,576.00</u>

Term: On or before November 30, 2025 Ext. \_\_\_\_\_

State Aid/Bridge No. : SA-83062 (1)

Project Number: 83SAR1-S8-033

Description of Work or Purpose of Contract/Amendment Resurfacing with ACS-HM Grade "D" Mix on 1.625 miles on Old Highway 109 from Gallatin City Limits to SR-109 Ramp in Sumner County.

Method of Procurement:

- ☐ Low Bid
- ☐ F&A Service RFP
- ☐ Negotiated pursuant to F&A regs
- ☐ Brooks Act
- ☐ UT Contract Authority
- ☒ Other STATE AID PROGRAM

If amendment, date and value of original contract: \_\_\_\_\_ \$ \_\_\_\_\_

Division Recommends for Commissioner's Signature: \_\_\_\_\_

Bureau Recommends for Commissioner's Signature: \_\_\_\_\_

Certified as to Availability of Funds: \_\_\_\_\_  
Director of Finance



## SECTION 2. Estimated project cost and financial responsibilities of the Department and Local Agency.

Department Share: \$ 224,224.00

Local Agency Share:

1. By Cash \$ \_\_\_\_\_
- In-Kind contribution to this project \$ 4,576.00
2. By Credit pool previously established \$ \_\_\_\_\_

Total Local Agency Share: \$ 4,576.00

Total Estimated Project Cost: \$ 228,800.00

The Department has encumbered its share of the project cost which will be available for payment to the Local Agency to the extent required upon satisfactory completion of said contract. In the event the work under contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

Should the actual total project cost exceed the estimated amount set forth above, the Local Agency shall be responsible for two percent (2%) of the overrun for State Aid Highway System projects and two percent (2%) of the overrun for Off-System Bridge Replacement Program projects, except that the Local Agency shall not be responsible for this amount if its previous contribution equals at least two percent (2%) and two percent (2%) respectively of the total project cost.

## SECTION 3. In accomplishing the construction phase, the Local Agency shall use the following procedures:

For bridge projects the Local Agency shall have plans and specifications prepared by an engineer registered in Tennessee and in accordance with the AASHTO LRFD Standard Specifications for Highway Bridges, latest Edition, with Addenda. The Local Agency will adhere to the 1990 Bridge Grant Guidelines, excepting the required local match, during project development and construction.

All construction to be performed shall be in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction, (Current Edition), as amended and supplemented by the Department's special provisions, the Manual on Uniform Traffic Control Devices for Streets and Bridges, and normally accepted construction practices.

SECTION 7. On completion of the construction of the project, the Local Agency shall be solely responsible for its maintenance.

SECTION 8. During the performance of the Agreement, the Local Agency agrees as follows:

The Local Agency and its contractor will not discriminate against any employee or applicant for employment because of age, sex, handicap, race, creed, color or national origin. The Local Agency and its contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their age, sex, handicap, race, creed, color or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

SECTION 9. The Local Agency agrees to comply with all applicable federal and state law, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the Local Agency to comply with this provision shall constitute a material breach of the agreement and subject the Local Agency to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach.

#### 10. APPROPRIATIONS OF FUNDS

**SUBJECT TO FUNDS AVAILABILITY:** The Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State Reserves the right to terminate the Agreement upon written notice to the Local Agency. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Local Agency shall cease all work associated with the Agreement. Should such an event occur, the Local Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Agency shall have no right to recover from the State any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

#### 11. RECORDS AND AUDIT

**RECORDS:** The Local Agency shall maintain documentation for all charges against the State under this Agreement. The books, records, and documents of the Local Agency, insofar as they relate to the work performed or money received under this Agreement, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

The undersigned Mr. Toby Ellis, County Road Superintendent verifies that he is the duly authorized chief administrative officer of the Sumner County Highway Department.

Sumner County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Mr. Toby Ellis, Co. Road Supt. (date)

BY: \_\_\_\_\_  
Butch Eley  
Deputy Governor &  
Commissioner of Transportation

**APPROVED AS TO FORM AND LEGALITY**

BY: \_\_\_\_\_  
John Reinbold  
General Counsel

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
208-01	Shoulders & Ditches (BY THE COUNTY)	3.250	LM
(1)303-02	Min. Aggr. Type "B" Base, Grade "C" or "D" (BY THE COUNTY)	860	TN
403-01	Bit Mat'l for Tack Coat (TC) (SS-1)	9.7	TN
(2)411-01.10	ACS-HM Grade "D"	2,379	TN
712-01	Traffic Control (BY THE COUNTY)	As needed	LS
712-06	Signs ( <del>Construction</del> ) (BY THE COUNTY)	As needed	SF
716-02.06	Plastic Pavement Marking (Turn Lane Arrow) (BY THE COUNTY)	1	EA
716-03.01	Plastic Word Pavement Marking (ONLY) (BY THE COUNTY)	1	EA
716-05.01	Painted Pavement Markings <u>1.625</u> miles (BY THE COUNTY)	6.500	LM
	County Engineering Fee	1	LS

This project is to be constructed under the standard specifications of the Tennessee Department of Transportation Current Edition, additional specifications and special provisions contained in the plans and proposal contract. All concrete pipe will be Class III and CMP pipe will conform to Standard Drawing D-PG-3 & 4.

NOTE: The Regional State Aid Roads Office must be notified of the planned starting date (3) working days prior to any work being done on this project.

LM	To	LM	DESCRIPTION
0.000			Begin Project @ Gallatin City Limits
1.625			End Project @ SR-109 Ramp. Replace "ONLY" Word Pavement Marking and Turn Lane Arrow. Location of Pavement Markings to be determined by MUTCD and TDOT Guidelines.

All base failure and surface cracks shall be repaired and/or patched out by the County from their own funds.

(1) Density requirements for the "D" hot mix material are waived on this project, however, the following minimum rollers are required: Two (2) steel-wheel rollers. All rollers shall be a minimum of 8 ton capacity. A rolling pattern, which has previously produced an acceptable product, will be used.

Pipe culvert to be furnished by the County at their expense. Size, length and location to be determined by the Engineer after ditch work is complete.

Shoulder & Ditch work consist of pulling ditch lines, sloping banks, cutting inlet and outlet ditches widening roadbed to req'd subgrade template with and cleaning out all drainage structures thoroughly to insure maximum water flow.

The County shall provide Traffic Control with adequate signing to provide for the safety of the traveling public. All cost to be included in other items of construction.

All markings shall be installed to the standards for permanent pavement markings (including no-passing barrier lines) specified in **Part III of the State of Tennessee Manual on Uniform Traffic Control Devices**.

**It is the intent that no final surface pavement be left with an unmarked centerline while under traffic for more than five (5) working days or seven (7) calendar days which ever comes first. If weather conditions preclude accomplishing this striping within that time period, the centerline striping shall be applied not later than the first days suitable for marking following that period.**

All striping shall be reflectorized paint.

The paint quantities for this contract were computed for 100% Double Yellow line for centerline. It will be the Contractor's responsibility to determine no-passing zones and stripe accordingly. Edgeline required.

Contractor will be required to clean the pavement where striping is required prior to paint application.

All other specifications and special provisions concerning painted pavement markings (line) apply to this contract.

Centerline & Edgeline markings shall be installed.

A pre-construction meeting will be required on this project. Mr. Ben Jordan, Transportation Project Specialist Senior, will set up the meeting. (615) 350-4363.

TDOT Standard Contract Summary Form

Originating Office Local Programs Division – State Aid Office

Return signed contract to State Aid Office -- 615-741-2028

Original Contract ☐ Amendment ☐

Contract ☐ Grant ☐

Grantor: Sumner County Region 3

Amount: \$ 466,600.00 per yr. /Term/Life of Project

	% Federal
<u>X</u> ( 98%)	\$ <u>457,268.00</u>
<u>X</u> ( 2%)	\$ <u>9,332.00</u>

Term: On or before November 30, 2025 Ext.

State Aid/Bridge No. : SA-83024 (7)

Project Number: 83SAR1-S8-028

Description of Work or Purpose of Contract/Amendment Resurfacing with ACS-HM Grade "D" Mix on 3.444 miles on Mt. Vernon Road from SR-6 to James Whitefield Road in Sumner County.

Method of Procurement:

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| <input type="checkbox"/>            | Low Bid                         |
| <input type="checkbox"/>            | F&A Service RFP                 |
| <input type="checkbox"/>            | Negotiated pursuant to F&A regs |
| <input type="checkbox"/>            | Brooks Act                      |
| <input type="checkbox"/>            | UT Contract Authority           |
| <input checked="" type="checkbox"/> | Other <u>STATE AID PROGRAM</u>  |

If amendment, date and value of original contract:  \$

Division Recommends for Commissioner's Signature:

Bureau Recommends for Commissioner's Signature:

Certified as to Availability of Funds:   
Director of Finance

## SECTION 2. Estimated project cost and financial responsibilities of the Department and Local Agency.

Department Share: \$ 457,268.00

Local Agency Share:

1. By Cash \$ \_\_\_\_\_
- In-Kind contribution to this project \$ 9,332.00
2. By Credit pool previously established \$ \_\_\_\_\_

Total Local Agency Share: \$ 9,332.00

Total Estimated Project Cost: \$ 466,600.00

The Department has encumbered its share of the project cost which will be available for payment to the Local Agency to the extent required upon satisfactory completion of said contract. In the event the work under contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

Should the actual total project cost exceed the estimated amount set forth above, the Local Agency shall be responsible for two percent (2%) of the overrun for State Aid Highway System projects and two percent (2%) of the overrun for Off-System Bridge Replacement Program projects, except that the Local Agency shall not be responsible for this amount if its previous contribution equals at least two percent (2%) and two percent (2%) respectively of the total project cost.

## SECTION 3. In accomplishing the construction phase, the Local Agency shall use the following procedures:

For bridge projects the Local Agency shall have plans and specifications prepared by an engineer registered in Tennessee and in accordance with the AASHTO LRFD Standard Specifications for Highway Bridges, latest Edition, with Addenda. The Local Agency will adhere to the 1990 Bridge Grant Guidelines, excepting the required local match, during project development and construction.

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SECTION 7. On completion of the construction of the project, the Local Agency shall be solely responsible for its maintenance.

SECTION 8. During the performance of the Agreement, the Local Agency agrees as follows:

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The undersigned Mr. Toby Ellis, County Road Superintendent verifies that he is the duly authorized chief administrative officer of the Sumner County Highway Department.

Sumner County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Mr. Toby Ellis, Co. Road Supt. (date)

BY: \_\_\_\_\_  
Butch Eley  
Deputy Governor &  
Commissioner of Transportation

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
John Reinbold  
General Counsel

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
208-01	Shoulders & Ditches (BY THE COUNTY)	6.888	LM
(1)303-02	Min. Aggr. Type "B" Base, Grade "C" or "D" (BY THE COUNTY)	1,823	TN
307-01.10	BPMB-HM Grade "CW"	1,962	TN
403-01	Bit Mat'l for Tack Coat (TC) (SS-1)	20.6	TN
(2)411-01.10	ACS-HM Grade "D"	3,151	TN
712-01	Traffic Control (BY THE COUNTY)	As needed	LS
712-06	Signs (Construction) (BY THE COUNTY)	As needed	SF
716-05.01	Painted Pavement Markings <u>3.444</u> miles (BY THE COUNTY)	13.776	LM
	County Engineering Fee	1	LS

This project is to be constructed under the standard specifications of the Tennessee Department of Transportation Current Edition, additional specifications and special provisions contained in the plans and proposal contract. All concrete pipe will be Class III and CMP pipe will conform to Standard Drawing D-PG-3 & 4.

NOTE: The Regional State Aid Roads Office must be notified of the planned starting date (3) working days prior to any work being done on this project.

LM	To	LM	DESCRIPTION
0.000			Begin Project @ SR-6. Mill keyway.
2.641			End Project @ James Whitefield Road. Mill keyway.

All base failure and surface cracks shall be repaired and/or patched out by the County from their own funds.

(1) Density requirements for the "D" hot mix material are waived on this project, however, the following minimum rollers are required: Two (2) steel-wheel rollers. All rollers shall be a minimum of 8 ton capacity. A rolling pattern, which has previously produced an acceptable product, will be used.

Pipe culvert to be furnished by the County at their expense. Size, length and location to be determined by the Engineer after ditch work is complete.

Shoulder & Ditch work consist of pulling ditch lines, sloping banks, cutting inlet and outlet ditches widening roadbed to req'd subgrade template with and cleaning out all drainage structures thoroughly to insure maximum water flow.

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TDOT Standard Contract Summary Form

Originating Office Local Programs Division – State Aid Office

Return signed contract to State Aid Office -- 615-741-2028

Original Contract ☐ Amendment ☐

Contract ☐ Grant ☐

Grantor: Sumner County Region 3

Amount: \$ 389,000.00 per yr. /Term/Life of Project

	% Federal
<u>X</u> ( 98%)	\$ <u>381,220.00</u>
<u>X</u> ( 2%)	\$ <u>7,780.00</u>

Term: On or before November 30, 2025 Ext.

State Aid/Bridge No. : SA-83045 (3)

Project Number: 83SAR1-S8-031

Description of Work or Purpose of Contract/Amendment Resurfacing with BPMB-HM Grade "CW" Mix on 3.466 miles on Lindsey Hollow Road from SR-174 to SR-174 in Sumner County.

Method of Procurement:

- ☐ Low Bid
- ☐ F&A Service RFP
- ☐ Negotiated pursuant to F&A regs
- ☐ Brooks Act
- ☐ UT Contract Authority
- ☒ Other STATE AID PROGRAM

If amendment, date and value of original contract:  \$

Division Recommends for Commissioner's Signature:

Bureau Recommends for Commissioner's Signature:

Certified as to Availability of Funds:

Director of Finance

## SECTION 2. Estimated project cost and financial responsibilities of the Department and Local Agency.

Department Share: \$ 381,220.00

Local Agency Share:

1. By Cash \$ \_\_\_\_\_
- In-Kind contribution to this project \$ 7,780.00
2. By Credit pool previously established \$ \_\_\_\_\_

Total Local Agency Share: \$ 7,780.00

Total Estimated Project Cost: \$ 389,000.00

The Department has encumbered its share of the project cost which will be available for payment to the Local Agency to the extent required upon satisfactory completion of said contract. In the event the work under contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

Should the actual total project cost exceed the estimated amount set forth above, the Local Agency shall be responsible for two percent (2%) of the overrun for State Aid Highway System projects and two percent (2%) of the overrun for Off-System Bridge Replacement Program projects, except that the Local Agency shall not be responsible for this amount if its previous contribution equals at least two percent (2%) and two percent (2%) respectively of the total project cost.

## SECTION 3. In accomplishing the construction phase, the Local Agency shall use the following procedures:

For bridge projects the Local Agency shall have plans and specifications prepared by an engineer registered in Tennessee and in accordance with the AASHTO LRFD Standard Specifications for Highway Bridges, latest Edition, with Addenda. The Local Agency will adhere to the 1990 Bridge Grant Guidelines, excepting the required local match, during project development and construction.

All construction to be performed shall be in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction, (Current Edition), as amended and supplemented by the Department's special provisions, the Manual on Uniform Traffic Control Devices for Streets and Bridges, and normally accepted construction practices.

SECTION 7. On completion of the construction of the project, the Local Agency shall be solely responsible for its maintenance.

SECTION 8. During the performance of the Agreement, the Local Agency agrees as follows:

The Local Agency and its contractor will not discriminate against any employee or applicant for employment because of age, sex, handicap, race, creed, color or national origin. The Local Agency and its contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their age, sex, handicap, race, creed, color or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

SECTION 9. The Local Agency agrees to comply with all applicable federal and state law, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the Local Agency to comply with this provision shall constitute a material breach of the agreement and subject the Local Agency to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach.

#### **10. APPROPRIATIONS OF FUNDS**

**SUBJECT TO FUNDS AVAILABILITY:** The Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State Reserves the right to terminate the Agreement upon written notice to the Local Agency. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Local Agency shall cease all work associated with the Agreement. Should such an event occur, the Local Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Agency shall have no right to recover from the State any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

#### **11. RECORDS AND AUDIT**

**RECORDS:** The Local Agency shall maintain documentation for all charges against the State under this Agreement. The books, records, and documents of the Local Agency, insofar as they relate to the work performed or money received under this Agreement, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.



The undersigned Mr. Toby Ellis, County Road Superintendent verifies that he is the duly authorized chief administrative officer of the Sumner County Highway Department.

Sumner County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Mr. Toby Ellis, Co. Road Supt. (date)

BY: \_\_\_\_\_  
Butch Eley  
Deputy Governor &  
Commissioner of Transportation

**APPROVED AS TO FORM AND LEGALITY**

BY: \_\_\_\_\_  
John Reinbold  
General Counsel

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
208-01	Shoulders & Ditches (BY THE COUNTY)	6.932	LM
(1)303-02	Min. Aggr. Type "B" Base, Grade "C" or "D" (BY THE COUNTY)	1,835	TN
(2)307-01.10	BPMB-HM Grade "CW"	4,667	TN
403-01	Bit Mat'l for Tack Coat (TC) (SS-1)	18.4	TN
712-01	Traffic Control (BY THE COUNTY)	As needed	LS
<b>712-06</b>	<b>Signs (Construction) (BY THE COUNTY)</b>	<b>As needed</b>	<b>SF</b>
<b>716-05.01</b>	<b>Painted Pavement Markings <u>3.466</u> miles (BY THE COUNTY)</b>	<b>13.864</b>	<b>LM</b>
	County Engineering Fee	1	LS

This project is to be constructed under the standard specifications of the Tennessee Department of Transportation Current Edition, additional specifications and special provisions contained in the plans and proposal contract. All concrete pipe will be Class III and CMP pipe will conform to Standard Drawing D-PG-3 & 4.

NOTE: The Regional State Aid Roads Office must be notified of the planned starting date (3) working days prior to any work being done on this project.

LM	To	LM	DESCRIPTION
0.000			Begin Project @ SR-174. County to install 20' Stop Bar and "Stop Ahead" Sign. Mill keyway. Location of Pavement Markings and Signage to be determined by MUTCD and TDOT Guidelines.
3.466			End Project @ SR-174. County to install 33' Stop Bar and "Stop Ahead" Sign. Mill keyway. Location of Pavement Markings and Signage to be determined by MUTCD and TDOT Guidelines.

All base failure and surface cracks shall be repaired and/or patched out by the County from their own funds.

(1) Density requirements for the "CW" hot mix material are waived on this project, however, the following minimum rollers are required: Two (2) steel-wheel rollers. All rollers shall be a minimum of 8 ton capacity. A rolling pattern, which has previously produced an acceptable product, will be used.

Pipe culvert to be furnished by the County at their expense. Size, length and location to be determined by the Engineer after ditch work is complete.

Shoulder & Ditch work consist of pulling ditch lines, sloping banks, cutting inlet and outlet ditches widening roadbed to req'd subgrade template with and cleaning out all drainage structures thoroughly to insure maximum water flow.

The County shall provide Traffic Control with adequate signing to provide for the safety of the traveling public. All cost to be included in other items of construction.

All markings shall be installed to the standards for permanent pavement markings (including no-passing barrier lines) specified in Part III of the State of Tennessee Manual on Uniform Traffic Control Devices.

It is the intent that no final surface pavement be left with an unmarked centerline while under traffic for more than five (5) working days or seven (7) calendar days which ever comes first. If weather conditions preclude accomplishing this striping within that time period, the centerline striping shall be applied not later than the first days suitable for marking following that period.

All striping shall be reflectorized paint.

The paint quantities for this contract were computed for 100% Double Yellow line for centerline. It will be the Contractor's responsibility to determine no-passing zones and stripe accordingly. Edgeline required.

Contractor will be required to clean the pavement where striping is required prior to paint application.

All other specifications and special provisions concerning painted pavement markings (line) apply to this contract.

Centerline & Edgeline markings shall be installed.

A pre-construction meeting will be required on this project. Mr. Ben Jordan, Transportation Project Specialist Senior, will set up the meeting. (615) 350-4363.

TDOT Standard Contract Summary Form

Originating Office Local Programs Division – State Aid Office

Return signed contract to State Aid Office -- 615-741-2028

Original Contract ☐ Amendment ☐

Contract ☐ Grant ☐

Grantor: Sumner County Region 3

Amount: \$ \$ 287,300.00 per yr. /Term/Life of Project

	% Federal	
<u>X</u>	( 98%)	\$ <u>281,554.00</u>
<u>X</u>	( 2%)	\$ <u>5,746.00</u>

Term: On or before November 30, 2025 Ext.

State Aid/Bridge No. : SA-83061 (1)

Project Number: 83SAR1-S8-032

Description of Work or Purpose of Contract/Amendment Resurfacing with ACS-HM Grade "D" Mix on 2.332 miles on Center Point Road from Hendersonville City Limits to SR-174 in Sumner County.

Method of Procurement:

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| <input type="checkbox"/>            | Low Bid                         |
| <input type="checkbox"/>            | F&A Service RFP                 |
| <input type="checkbox"/>            | Negotiated pursuant to F&A regs |
| <input type="checkbox"/>            | Brooks Act                      |
| <input type="checkbox"/>            | UT Contract Authority           |
| <input checked="" type="checkbox"/> | Other <u>STATE AID PROGRAM</u>  |

If amendment, date and value of original contract:  \$

Division Recommends for Commissioner's Signature:

Bureau Recommends for Commissioner's Signature:

Certified as to Availability of Funds:   
Director of Finance

## SECTION 2. Estimated project cost and financial responsibilities of the Department and Local Agency.

Department Share: \$ 281,554.00

Local Agency Share:

1. By Cash \$ \_\_\_\_\_
- In-Kind contribution to this project \$ 5,746.00
2. By Credit pool previously established \$ \_\_\_\_\_

Total Local Agency Share: \$ \_\_\_\_\_

Total Estimated Project Cost: \$ 287,300.00

**The Department has encumbered its share of the project cost which will be available for payment to the Local Agency to the extent required upon satisfactory completion of said contract. In the event the work under contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.**

Should the actual total project cost exceed the estimated amount set forth above, the Local Agency shall be responsible for two percent (2%) of the overrun for State Aid Highway System projects and two percent (2%) of the overrun for Off-System Bridge Replacement Program projects, except that the Local Agency shall not be responsible for this amount if its previous contribution equals at least two percent (2%) and two percent (2%) respectively of the total project cost.

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The undersigned Mr. Toby Ellis, County Road Superintendent verifies that he is the duly authorized chief administrative officer of the Sumner County Highway Department.

Sumner County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Mr. Toby Ellis, Co. Road Supt. (date)

BY: \_\_\_\_\_  
Butch Eley  
Deputy Governor &  
Commissioner of Transportation

**APPROVED AS TO FORM AND LEGALITY**

BY: \_\_\_\_\_  
John Reinbold  
General Counsel



ITEM NO.	DESCRIPTION	QUANTITY	UNIT
208-01	Shoulders & Ditches (BY THE COUNTY)	4.664	LM
(1)303-02	Min. Aggr. Type "B" Base, Grade "C" or "D" (BY THE COUNTY)	926	TN
(2)307-01.10	BPMB-HM Grade "CW"	1,208	TN
403-01	Bit Mat'l for Tack Coat (TC) (SS-1)	12.7	TN
411-01.10	ACS-HM Grade "D" Mix	1,940	TN
<b>712-01</b>	<b>Traffic Control (BY THE COUNTY)</b>	<b>As needed</b>	<b>LS</b>
<b>712-06</b>	<b>Signs (Construction) (BY THE COUNTY)</b>	<b>As needed</b>	<b>SF</b>
716-02.05	Plastic Pavement Markings (Stop Line) (BY THE COUNTY)	13	LF
716-05.01	Painted Pavement Markings <u>3.332</u> miles (BY THE COUNTY)	9.328	LM
	County Engineering Fee	1	LS

This project is to be constructed under the standard specifications of the Tennessee Department of Transportation Current Edition, additional specifications and special provisions contained in the plans and proposal contract. All concrete pipe will be Class III and CMP pipe will conform to Standard Drawing D-PG-3 & 4.

NOTE: The Regional State Aid Roads Office must be notified of the planned starting date (3) working days prior to any work being done on this project.

LM	To	LM	DESCRIPTION
0.000			Begin Project @ Hendersonville City Limits

3.332

End Project @ SR-174

All base failure and surface cracks shall be repaired and/or patched out by the County from their own funds.

(1) Density requirements for the "CW" hot mix material are waived on this project, however, the following minimum rollers are required: Two (2) steel-wheel rollers. All rollers shall be a minimum of 8 ton capacity. A rolling pattern, which has previously produced an acceptable product, will be used.

Pipe culvert to be furnished by the County at their expense. Size, length and location to be determined by the Engineer after ditch work is complete.

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